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**ALCOHOL BEVERAGE CONTROL
VOLUNTARY AGREEMENT**

K, H, & C, Inc., t/a S & W Liquors
1428 9th Street, NW
**Retailer's License Class "A", License Renewal
Case Number 7-01/074P**

This Agreement is entered into on the 15th day of August, 2001, by and between Advisory Neighborhood Commission 2F ("ANC 2F") on behalf of the affected community (the "Protestant") and Hyong (Andy) Kim, owner of K, H, & C, Inc., t/a S & W Liquors (the "Licensee").

W I T N E S S E T H

WHEREAS, Licensee operates a Class "A" Retailer's Establishment at premises 1428 9th Street, NW, Washington, DC; and

WHEREAS, Licensee's application for renewal of its license is pending before the District of Columbia Alcoholic Beverage Control Board (the "Board"); and

WHEREAS, Protestant has timely filed a protest against the renewal of this application pursuant to section 14(b) of D.C. Code 25-115(b) (1996 Repl. Vol.); and

WHEREAS, the parties are desirous of entering into a Voluntary Agreement for the operation and maintenance of the business in such a manner as to be consistent with the peace, order and quiet of the neighborhood, and to eliminate the need for a Protest Hearing regarding the renewal application,

NOW, THEREFORE, in consideration of the mutual promises of the parties hereinafter set forth, the parties agree as follows:

1. **HOURS OF OPEERATION.** The licensee shall limit the hours of operation of the Establishment as follows: 9:00 a.m. to 10:00 p.m., Monday through Saturday.
2. **PUBLIC TELEPHONES.** Licensee shall not install any additional public pay telephones on the property.
3. **APPEARANCE OF PREMESIS.** In accordance with Section 100.1 of Title 23 of the District of Columbia Municipal Regulations ("DCMR"), the Licensee shall limit advertisements in the window to the permitted twenty-five percent (25%) of the window space. Licensee shall conform to Section 1100.2 of Title 23 DCMR by displaying no advertisement of any kind relating

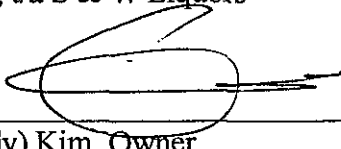
to alcoholic beverages on the exterior of any window or the exterior or interior of any door.

4. **MAINTENANCE OF PUBLIC SPACE.** The Licensee shall keep the sidewalk, tree box, curb and alley clean and free of litter, bottles and other debris in compliance with DCMR.
5. **LOITERING.** Recognizing the problem of loitering in the vicinity of the Establishment, Licensee shall post and maintain a prominent "No Loitering" sign, and shall strongly discourage loitering in the vicinity of the Establishment.
6. **ADDITIONAL MEASURES TO PROMOTE QUALITY OF LIFE IN THE NEIGHBORHOOD.** The Licensee agrees to assist ANC 2F in improving the quality of life in the ANC. To that end, Licensee shall prohibit sales of illegal drugs within or in front of the Establishment, and shall contact the police when known or suspected drug transactions occur. Licensee shall cooperate with the police in prosecuting all violations. Licensee shall make no sales of single cigarettes, cigarette rolling papers, glassine bags or other drug paraphernalia. Licensee shall discourage public consumption of alcohol by refraining from selling or distributing plastic or paper cups in quantities of ten or less effective October 15, 2001. Licensee shall not sell or distribute single servings of ice, and shall make no sales of beer in single bottles or cans of sixteen ounces or less that are regularly packaged in six packs.
7. **COOPERATION WITH NEIGHBORHOOD RESIDENTS.** In order to ensure smooth implementation of this Agreement, the Parties agree to consult with one another on a regular basis. Licensee agrees to occasionally attend public meetings of ANC 2F, to meet periodically with officials of the Third District of the Metropolitan Police Department and to discuss issues related to public safety and the quality of life with members of the business and residential communities.
8. **CONDITIONS OF THE LIQUOR LICENSE.** The Licensee shall adhere to the conditions of the license for the Establishment. It is understood that the provisions of this Voluntary Agreement shall become part of the conditions of the license and shall remain valid upon transfer or renewal of the license. The Parties agree to make good faith efforts to resolve any issues arising from this Agreement prior to seeking action from the ABC Board. The Licensee is aware that applicable law permits the ABC Board to suspend or revoke the license due to failure of the Licensee to correct any violations of the conditions of the license within thirty (30) days of the Protestant seeking action from the Board.

9. **NOTICES.** Any notices required to be made under this agreement shall be in writing and mailed by Certified Mail, or return receipt requested, postage prepaid, to the other Party to this Agreement. Notice is deemed to be received upon mailing.

10. **WITHDRAWAL OF PROTEST.** Upon execution of this agreement and its acceptance by the Board, Protestant shall withdraw its protest to the application for license renewal.

For K, H, & C, Inc., t/a S & W Liquors



Hyong (Andy) Kim, Owner

For Advisory Neighborhood Commission 2F (ANC 2F)



G. Robert Hinterlong, Treasurer

BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:

K, H, & C, Inc.
t/a S & W Liquors

Application for a Retailer's
Class A - renewal
at premises

1428 9th Street, NW
Washington, DC 20001

Case No. 7-01/074P

**G. Robert Hinterlong, Commissioner, on behalf of Advisory Neighborhood
Commission 2F (ANC 2F), Protestant**

Hyong N. Kim, President, Applicant

**BEFORE: RODERIC L. WOODSON, ESQUIRE, CHAIR
VERA M. ABBOTT, MEMBER
ELLEN OPPER-WEINER, ESQUIRE, MEMBER
CHARLES A. BURGER, MEMBER
JUDY A. MOY, MEMBER
AUDREY E. THOMPSON, MEMBER
LAURIE COLLINS, MEMBER**

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

This matter, having been protested, was scheduled for a roll call hearing on June 27, 2001, in accordance with D.C. Code Section 25-115(c)(5) (1999 Supp.), providing for the protestants to be heard. The Board received a timely protest letter from G. Robert Hinterlong, Commissioner, ANC 2F, dated, July 13, 2001.

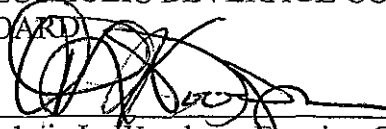
The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement, dated August 15, 2001, the protestant has agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

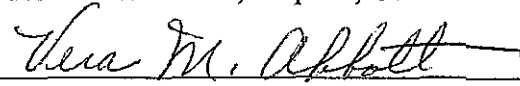
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T/a S & W Liquors
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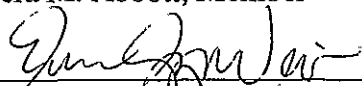
Accordingly, it is this 19th day of Sept. 2001, **ORDERED** that:

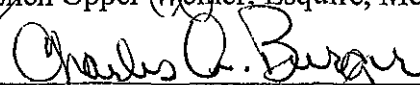
1. The opposition of G. Robert Hinterlong, Commissioner, ANC 2F, be, and the same hereby is **WITHDRAWN**;
2. The application of K, H, & C, Inc., t/a S & W Liquors, for a retailer's class A license (renewal) at premises 1428 9th Street, NW, Washington, DC, 20001 be, and the same hereby, is **GRANTED**; and
3. The above-referenced agreement between the parties, be, and the same hereby is **INCORPORATED** and part of this **ORDER**; and;
4. Copies of this Order shall be sent to the Protestant and the Applicant.

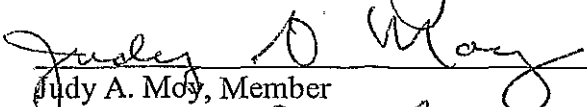
DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL
BOARD



Roderic L. Woodson, Esquire, Chair


Vera M. Abbott, Member


Ellen Oppen-Weiner, Esquire, Member


Charles A. Burger, Member


Judy A. Moy, Member


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